

Kane Moon (SBN 249834)
 Allen Feghali (SBN 301080)
 Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
 1055 W. Seventh St., Suite 1880
 Santa Barbara, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 E-mail: kmoon@moonlawgroup.com
 E-mail: afeghali@moonlawgroup.com
 E-mail: cmikat-stevens@moonlawgroup.com

Attorneys for Plaintiff
 Josefina Arzate

LightGabler

By: Chandra A. Beaton (SBN 225787)
 Kathleen M. Fellows (SBN 277139)
 760 Paseo Camarillo, Suite 300
 Camarillo, CA 93010
 Telephone: (805) 248-7208
 Facsimile: (805) 248-7209
 E-mail: cbeaton@lightgablerlaw.com
 E-mail: kfellows@lightgablerlaw.com

Attorneys for Defendant
 Coastal Blooms Nursery LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

JOSEFINA ARZATE, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

COASTAL BLOOMS NURSERY LLC, a
 limited liability company; and DOES 1 through
 10, inclusive,

Defendants

Case No.: 22CV00778
 (REPRESENTATIVE ACTION)

Assigned For All Purposes to the Honorable
 Thomas P. Anderle

**AMENDED PAGA SETTLEMENT
 AGREEMENT**

Complaint filed: February 25, 2022
 FAC filed: April 29, 2022
 Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Josefina Arzate (“Plaintiff”) and defendant Coastal Blooms Nursery LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” or “Lawsuit” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Arzate v. Coastal Blooms Nursery LLC, et al.*, Case No. 22CV00778 initiated on February 25, 2022 and pending in Superior Court of the State of California, County of Santa Barbara.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount Defendant agrees to pay separate and apart from the Gross Settlement Amount, which will be allocated to the Administrator to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee during the PAGA Period. Although whether each said employee was or is truly “aggrieved” is disputed between the Parties, the term “Aggrieved Employee” is used for simplicity in this Agreement.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved

Employees.

- 1.7. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Santa Barbara.
- 1.9. “Defendant” means named Defendant Coastal Blooms Nursery LLC.
- 1.10. “Defense Counsel” means the attorneys of LightGabler.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final when it is no longer subject to appeal, or sixty-one (61) days after Judgment is entered, as long as no notice of appeal is filed; or, if a notice of appeal is filed, the date that appeal is fully resolved and no longer subject to appeal.
- 1.12. “Gross Settlement Amount” means Sixty-Seven Thousand Nine Hundred Ninety-Six Dollars and Sixty-Nine Cents (\$67,996.69) which is the total amount Defendant agrees to pay for PAGA Penalties, except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay the LWDA PAGA Payment and the Individual PAGA Payments.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval of the PAGA Settlement.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Operative Complaint” means Plaintiff’s First Amended Complaint filed on April 29, 2022, as modified by the Court’s order on November 7, 2022 dismissing Plaintiff’s individual and class claims.

- 1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.19. "PAGA Counsel" means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.
- 1.20. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts Defendant agrees to pay separate and apart from the Gross Settlement Amount, which will be allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. "PAGA Notice" means Plaintiff's February 19, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), and which was attached to Plaintiff's Operative Complaint as Exhibit A.
- 1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.24. "PAGA Period" or "PAGA Release Period" means the period from February 19, 2021 through May 22, 2023.
- 1.25. "Plaintiff" means Josefina Arzate, the named plaintiff in the Action.
- 1.26. "Plaintiff's Settlement Payment" means the amount Defendant agrees to pay separate and apart from the Gross Settlement Amount, which will be allocated to Plaintiff as settlement for her individual claims and Plaintiff's Release of claims. Plaintiff's Settlement Payment will be in addition to any Individual PAGA Payment that Plaintiff may be entitled to receive as an Aggrieved Employee.
- 1.27. "Released Parties" means Defendant, including Defendant's joint employers, staffing companies, officers, owners, directors, members, shareholders, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, related entities, or other representatives of any kind, and related parties.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

2.1. On February 25, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus & Prof. Code §§ 17200, *et seq.*].

2.2. On April 29, 2022, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for civil penalties under PAGA [Cal. Lab. Code § 2699, *et seq.*]. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. On November 7, 2022, pursuant to Plaintiff’s request, the Court ordered the dismissal of Plaintiff’s class action and individual claims without prejudice, leaving a single cause of action under PAGA in the Operative Complaint.

2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.5. On March 23, 2023, the Parties participated in an all-day mediation presided over by Steve Rottman, Esq., which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery, policy documents, time and pay records, and data points related to the Aggrieved Employees (“PAGA Data”).

2.7. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any

other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Total Settlement Amount. The total amount Defendant agrees to pay under the Settlement is One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and includes: (1) the Gross Settlement Amount (including both the LWDA PAGA Payment and all Individual PAGA Payments to all Aggrieved Employees), (2) PAGA Counsel Fees Payment, (3) PAGA Counsel Litigation Expenses Payment, (4) Plaintiff's Settlement Payment, and (5) the Administration Expenses Payment.

3.2. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendant promises to pay Sixty-Seven Thousand Nine Hundred Ninety-Six Dollars and Sixty-Nine Cents (\$67,996.69) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. Prior to disbursing the Gross Settlement Amount, the Administrator will provide a disbursement breakdown to PAGA Counsel and Defense Counsel and will not disburse any funds until the breakdown is approved by both counsel. Any disputes regarding disbursement will be resolved by the Court. Upon receiving approval from counsel, the Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.3. Payments Owed Under This Settlement. The Administrator will make and deduct the following payments, in the amounts specified by the Court in the Approval Order:

3.3.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than Fifty Thousand Dollars and Zero Cents (\$50,000.00) and a PAGA Counsel Litigation Expenses Payment of not more than Eighteen Thousand Two Hundred Fifty-Three Dollars and Thirty-One Cents (\$18,253.31). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for

PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. The payments to PAGA Counsel will be separate and apart from the Gross Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.3.2. To the Administrator: An Administration Expenses Payment not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) except for a showing of good cause and as approved by the Court. The Administration Expenses Payment will be separate and apart from the Gross Settlement Amount.

3.3.3. To the Plaintiff: Plaintiff will receive a Plaintiff's Settlement Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in settlement of her individual claims and in exchange for Plaintiff's Release of claims she is making, as set forth in section 5.1 of this Agreement. The Plaintiff's Settlement Payment will be separate and apart from the Gross Settlement Amount. The Plaintiff's Settlement Payment will be in addition to any Individual PAGA Payment that Plaintiff may be entitled to receive as an Aggrieved Employee.

3.3.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Sixty-Seven Thousand Nine Hundred Ninety-Six Dollars and Sixty-Nine Cents (\$67,996.69) is to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.3.4.1. The Administrator will calculate each Individual PAGA Payment on a pro

1 rata basis by (a) dividing the amount of the Aggrieved Employees' 25%
2 share of PAGA Penalties by the total number of PAGA Period Pay Periods
3 worked by all Aggrieved Employees during the PAGA Period and (b)
4 multiplying the result by each Aggrieved Employee's PAGA Period Pay
5 Periods. Aggrieved Employees assume full responsibility and liability for
6 any taxes owed on their Individual PAGA Payment. The Administrator
7 will report the Individual PAGA Payments on IRS 1099 Forms.

8 **4. SETTLEMENT FUNDING AND PAYMENTS.**

9 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
10 estimates there are 697 Aggrieved Employees who worked a total of 13,972 PAGA Pay
11 Periods. If as of the end of the PAGA Release Period the actual number of pay periods is
12 more than 10% larger than the estimated number of 13,972 pay periods (i.e., 15,370 or
13 more pay periods), the Gross Settlement Amount shall be increased by the percentage by
14 which the actual number of pay periods exceeds the estimated number of 13,972 pay
15 periods. The Gross Settlement Amount will not be reduced due to Defendant's estimate.

16 4.2. Aggrieved Employee Data. Within 15 days of the Court signing the Approval Order,
17 Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a
18 Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the
19 Administrator must maintain the Aggrieved Employee Data in confidence, use the
20 Aggrieved Employee Data only for purposes of this Settlement and for no other purpose,
21 and restrict access to the Aggrieved Employee Data to Administrator employees who need
22 access to the Aggrieved Employee Data to effect and perform under this Agreement.
23 Defendant has a continuing duty to immediately notify the Administrator if it discovers
24 that the Aggrieved Employee Data omitted employee identifying information and to
25 provide corrected or updated Aggrieved Employee Data to the Administrator as soon as
26 reasonably feasible. Without any extension of the deadline by which Defendant must send
27 the Aggrieved Employee Data to the Administrator, the Parties and their counsel will
28 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues

related to missing or omitted Aggrieved Employee Data.

4.3. Settlement Funding. Defendant shall fully fund the Gross Settlement Amount and other payments owed under this Settlement by transmitting the funds to the Administrator no later than 304 days after the Effective Date, which is 365 days after the Approval Order or Judgment.

4.4. Settlement Payments. Within 14 days after Defendant funds the Gross Settlement Amount and other payments owed under this Settlement, and after counsel approve the Administrator's proposed list of distributions, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Settlement Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or

misplaced, and requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and other payments owed under this Settlement, Plaintiff on behalf of herself and all Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

5.2. Release by Aggrieved Employees and the LWDA:

The LWDA and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that was sent to Defendant and the LWDA by Plaintiff, which include PAGA claims based on Defendant’s alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and rest periods and/or premium pay, failure to reimburse business expenses, failure to timely pay wages at termination, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to pay all earned wages two times per month, violation of Business & Professions Code section 17200, *et seq.*, and all other claims and allegations made or which could have reasonably been made in the Lawsuit based on the facts and allegations pled in the Operative Complaint and PAGA Notice. The Parties intend this release to be limited to claims for PAGA civil penalties only.

5.3. Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for attorneys’ fees and costs, including PAGA fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this

1 Settlement.

2 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
3 documents necessary for obtaining approval of this Settlement under Labor Code section
4 2699, subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA
5 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
6 bid for administering the Settlement and attesting to its willingness to serve; competency;
7 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
8 insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts
9 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
10 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA
11 Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its
12 timely transmission to the LWDA of all necessary PAGA documents (initial notice of
13 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code
14 section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)));
15 and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved
16 Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel
17 shall aver whether they are aware of any other pending matter or action asserting claims
18 that will be extinguished or adversely affected by the Settlement.

19 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the application or motion for approval of
21 this Settlement no later than 30 days after the full execution of this Agreement and, if
22 necessary, obtaining a prompt hearing date for the motion and appearing in Court to
23 advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's
24 Approval Order to the Administrator.

25 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
26 motion for approval of this Settlement and/or the supporting declarations and documents,
27 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
28 Parties by corresponding by email, and/or meeting in person or by telephone if needed, and

1 in good faith, to resolve the disagreement. If the Court does not grant the motion for
2 approval of this Settlement or conditions its approval on any material change to this
3 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on
4 behalf of the Parties by corresponding by email, and/or meeting in person or by telephone
5 if needed, and in good faith, to modify the Agreement and otherwise satisfy the Court's
6 concerns.

7 **7. SETTLEMENT ADMINISTRATION.**

8 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
9 Administration Solutions to serve as the Administrator and verified that, as a condition of
10 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
11 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
12 exchange for payment of Administration Expenses. The Parties and their Counsel
13 represent that they have no interest or relationship, financial, or otherwise, with the
14 Administrator other than a professional relationship arising out of prior experiences
15 administering settlements.

16 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
17 Identification Number if needed for any distribution purpose and providing reports to state
18 and federal tax authorities.

19 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
20 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
21 section 468B-1.

22 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
23 performed or observed by the Administrator contained in this Agreement or otherwise.

24 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES.**

25 Based on its records, Defendant estimates that, as of the date of this Settlement, there are 697
26 Aggrieved Employees who worked 13,972 Pay Periods during the PAGA Period.
27
28

1 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
2 of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement
3 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
4 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
7 PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel
8 waive all rights to appeal from the Judgment, including all rights to post-judgment and
9 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
10 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
11 right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the
12 Parties' obligations to perform under this Agreement will be suspended until such time as
13 the appeal is finally resolved and the Judgment becomes final.

14 **10. ADDITIONAL PROVISIONS.**

15 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
16 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
17 this Agreement is intended or should be construed as an admission by Defendant that any
18 of the allegations in the PAGA Notice or Operative Complaint have merit or that
19 Defendant has any liability for any claims asserted; nor should it be intended or construed
20 as an admission by Plaintiff that Defendant's defenses in the Action have merit. The
21 Parties agree that representative treatment is for purposes of this Settlement only. If, for
22 any reason the Court does not approve this Settlement, Defendant reserves all available
23 defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's
24 defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will
25 have no bearing on, and will not be admissible in connection with, any litigation (except
26 for proceedings to enforce or effectuate the Settlement and this Agreement).

27 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
28 together with its attached exhibit shall constitute the entire agreement between the Parties

relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be

governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data and PAGA Data.

10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third

business day after mailing by United States mail, or the day sent by email or messenger,
addressed as follows:

To Plaintiff:

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Santa Barbara, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: cmikat-stevens@moonlawgroup.com

To Defendant:

Chandra A. Beaton (SBN 225787)
Kathleen M. Fellows (SBN 277139)
LIGHTGABLER
760 Paseo Camarillo, Suite 300
Camarillo, California 93010
Telephone: (805) 248-7208
Facsimile: (805) 248-7209
Email: cbeaton@lightgablerlaw.com
Email: kfellows@lightgablerlaw.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

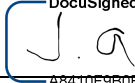
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Plaintiff:

Dated: 12/14/2023

By: 
Josefina Arzate

Plaintiff's Counsel:

Dated: 12/14/2023

MOON LAW GROUP, PC
By: 
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff JOSEFINA ARZATE,
individually and on behalf of aggrieved
employees

Defendant:

Dated:

COASTAL BLOOMS NURSERY LLC
By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated:

LIGHTGABLER
By: _____
Chandra A. Beaton
Kathleen M. Fellows
Attorneys for Defendant COASTAL BLOOMS
NURSERY LLC

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Plaintiff:

Dated:

By: _____
Josefina Arzate

Plaintiff's Counsel:

Dated:

MOON LAW GROUP, PC

By: _____
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

Attorneys for Plaintiff JOSEFINA ARZATE,
individually and on behalf of aggrieved
employees

Defendant:

Dated:

12/15/2023

COASTAL BLOOMS NURSERY LLC

By: Michael Palmer
Print Name


Signature

CBO
Title

Defendant's Counsel:

Dated: 12/18/2023

LIGHTGABLER

By: 
Chandra A. Beaton
Kathleen M. Fellows

Attorneys for Defendant COASTAL BLOOMS
NURSERY LLC

EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: ***Josefina Arzate v. Coastal Blooms Nursery LLC, et al.***
Santa Barbara County Superior Court, Case No. 22CV00778, filed February 25, 2022

[claims admin info]

You have received the enclosed check in connection with the Settlement (the “Settlement”) of the above-referenced lawsuit (the “Lawsuit”) brought by former employee Josefina Arzate (“Plaintiff”) against Coastal Blooms Nursery LLC (“Defendant”) for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”).

Plaintiff claimed she and other non-exempt, hourly-paid employees of Defendant employed in California anytime from February 19, 2021 through May 22, 2023 (the “PAGA Period”) were subjected to various Labor Code violations.

Defendant adamantly denies all allegations and liability. To avoid further time and expense of protracted and uncertain litigation, however, Defendant and Plaintiff have agreed to settle the Lawsuit. The Settlement, approved by the Court on [DATE], resolves the alleged claims brought on behalf of all past and present non-exempt, hourly-paid employees of Defendant in California at any time during the PAGA Period (the “Allegedly Aggrieved Employees”).

The total amount Defendant has agreed to pay for the Settlement of the Lawsuit is \$150,000.00. Pursuant to the Court’s Order approving the Settlement (the “Approval Order”), a payment of \$ [REDACTED] (the “Gross Settlement Amount”) was approved in settlement of the claims for PAGA Penalties that were alleged in this Lawsuit. This amount will be divided pursuant to California law as follows: \$ [REDACTED] (75%) to the California Labor Workforce & Development Agency (the “LWDA”), and \$ [REDACTED] (25%) to all Allegedly Aggrieved Employees to be shared on a proportionate basis. There approximately [REDACTED] Allegedly Aggrieved Employees that worked during the PAGA Period, including you. The enclosed check represents your share based upon the number of Pay Periods you worked any time during the PAGA Period: [REDACTED]. An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Separate and apart from the Gross Settlement Amount, Defendant has agreed to pay the following amounts: Plaintiff’s counsel’s attorneys’ fees of \$ [REDACTED] and reimbursement of litigation costs of \$ [REDACTED], payment to Plaintiff of \$ [REDACTED], and settlement administration costs of \$ [REDACTED].

Upon Defendant’s payment of all funds due under the Settlement, the LWDA and Allegedly Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant (and other Released Parties as defined in the Settlement Agreement) from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice dated February 19, 2022 (the “PAGA Notice”) that was sent to Defendant and the LWDA by Plaintiff, which include PAGA claims based on Defendant’s alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and rest periods and/or premium pay, failure to reimburse business expenses, failure to timely pay wages at termination, provide accurate itemized wage statements, failure to maintain accurate records, failure to pay all earned wages two times per month, violation of Business & Professions Code section 17200, *et seq.*, and all other claims and allegations made or which could have reasonably been made in the Lawsuit based on the facts and allegations pled in the Operative Complaint and

PAGA Notice (the “Released PAGA Claims”). The Parties intend this release to be limited to claims for PAGA civil penalties only.

The Settlement Agreement defines “Released Parties” as Defendant, including Defendant’s joint employers, staffing companies, officers, owners, directors, members, shareholders, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, related entities, or other representatives of any kind, and related parties.

Regardless of whether you negotiate the enclosed check, by way of this Settlement and the corresponding Approval Order, each Allegedly Aggrieved Employee is bound by the release of all Released PAGA Claims.

Your enclosed check is valid for 180 days from the date of its issuance. ***It is strongly recommended that you cash or deposit this check immediately.*** After the 180 days expires, you cannot cash the check, it will be null and void, and the amount will be forwarded to the State of California Controller’s Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have released the Released PAGA Claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately at [xxx-xxx-xxxx] to have it reissued. If you have any questions about your check, please contact the [insert administrator information].